

Stamski & McNary, Inc.
Engineering - Planning - Surveying
80 Harris Street Acton, MA 01720
PH: (987) 263-8585
www.stamskiandmcnary.com

Comprehensive Permit Application

for

**442 MASSACHUSETTS
AVENUE**
ACTON, MA

Applicant: **442 Massachusetts Avenue, LLC.**
P.O Box 2350
69 Great Road
Acton, MA 01720

Date: October 8, 2008

TABLE OF CONTENTS

Letter to Acton Town Clerk

Letter to Acton Board of Appeals

3.1 “COMPREHENSIVE PERMIT APPLICATION FORM”

3.2 EVIDENCE OF COMPLIANCE WITH JURISDICTIONAL PRE-REQUISITES

3.3 DEVELOPMENT IMPACT REPORT

3.4 CERTIFIED ABUTTERS LIST

3.5 USE DESCRIPTION

3.6 EXISTING SITE CONDITIONS

3.7 RECORDED PLANS & DEED

3.8 LEGAL DOCUMENTS

3.9 DRAINAGE CALCULATIONS

3.10 EARTH REMOVAL CALCULATIONS

3.11 WATER BALANCE CALCULATIONS

3.12 SUBDIVISION (DOES NOT APPLY)

3.13 TRAFFIC STUDY (DOES NOT APPLY)

3.14 SITE PLAN

3.15 LOCAL LAWS & REGULATIONS; NON-COMPLIANCE

3.16 AFFORDABLE DWELLING UNITS

3.17 DEVELOPMENT SCHEDULE

3.18 UNIT COMPARISON SCHEDULE

3.19 DEVELOPMENT PRO FORMA

3.20 MARKET STUDY

3.21 DEVELOPER INFORMATION

3.22 LOCAL NEEDS

STAMSKI AND McNARY, INC.

80 Harris Street
Acton, Massachusetts 01720
(978) 263-8585
FAX (978) 263-9883

WILLIAM F. McNARY, P.L.S.
JOSEPH MARCH, P.E., P.L.S.

October 8, 2008

Acton Town Clerk
472 Main Street
Acton, MA 01720

Re: 442 Massachusetts Avenue

Dear Town Clerk,

Enclosed, please find our Application for a Comprehensive Permit for the proposed "Lalli Terrace" affordable housing project located on Mass. Ave. We are also including filing fees in the amount \$600.

Lalli Terrace is a 4-unit condominium community located on Mass. Ave. The project has been approved by the Department of Housing & Community Development as a Local Initiative Program in the town of Acton, MA. The community will consist of three 2-BR townhomes and one 4-BR existing single family home.

We look forward to working with the Town of Acton and we thank you for your consideration. We look forward to hearing from you.

Very truly yours,

Stamski and McNary, Inc.



George Dimakarakos, P.E.

STAMSKI AND MCNARY, INC.

80 Harris Street
Acton, Massachusetts 01720
(978) 263-8585
FAX (978) 263-9883

WILLIAM F. MCNARY, P.L.S.
JOSEPH MARCH, P.E., P.L.S.

October 8, 2008

Acton Board of Appeals
472 Main Street
Acton, MA 01720

Re: 442 Massachusetts Avenue

Dear Members of the Board,

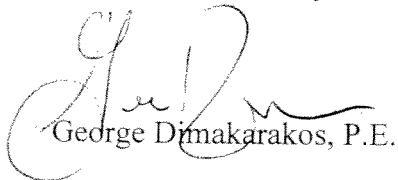
Enclosed, please find our Application for a Comprehensive Permit for the proposed "Lalli Terrace" affordable housing project located on Mass. Ave. We are also including filing fees in the amount \$600.

Lalli Terrace is a 4-unit condominium community located on Mass. Ave. The project has been approved by the Department of Housing & Community Development as a Local Initiative Program in the town of Acton, MA. The community will consist of three 2-BR townhomes and one 4-BR existing single family home.

We look forward to working with the Town of Acton and we thank you for your consideration. We look forward to hearing from you.

Very truly yours,

Stamski and McNary, Inc.



George Dimakarakos, P.E.

3.1
**“COMPREHENSIVE PERMIT APPLICATION
FORM”**

**COMPREHENSIVE PERMIT
APPLICATION FORM**

Refer to the "Rules and Regulations for Comprehensive Permits" available from the office of the Board of Appeals for detailed permit filing requirements. Contact the Building Department at 264-9632 with any questions. Incomplete applications may be denied.

(Please type or print your application)

1. Street Address of Site 442 Massachusetts Avenue
Name of Proposed Development Lalli Terrace
2. Applicant's Name 442 Mass Ave., LLC
Address P.O. Box 2350, 69 Great Rd., Acton, MA 01720
Telephone 978.263.2989 Fax 978.263.0403 e-mail actonmgt@verizon.net
3. Record Owner Name Margot A. Grallert
Address: 442 Massachusetts Ave., Acton, MA 01720
Telephone 978.263.3611
4. Zoning District(s) of Parcel(s) Residence 2, Groundwater Protection District 4
Town Atlas Map(s)/ Parcel Number(s) Map F-2 Parcel 120
- 5 a) Total development site area 0.66 a 4 b) Number of dwelling units 4
c) Number of affordable units 4 d) Number of units accessible/
e) Total open space area 0.36 a adaptable for persons w/ disabilities 0
g) Total length of road(s) public -- ft private -- ft
i) Method of wastewater disposal Town Sewer

The undersigned hereby apply to the Planning Board for a Comprehensive Permit under M.G.L. c. 40B, §§ 20-23. The undersigned hereby certify that the information on this application and plans submitted herewith are correct, and that, to the best of his/her knowledge, the application complies with all applicable provisions of Law and Regulations.

Signed under the penalties of perjury in accordance with M.G.L. c. 268, § 1A.

[Signature]
Signature of Petitioner(s)

8/8/08
Date

Signature of Petitioner(s)

Date

RECORD OWNER'S KNOWLEDGE AND CONSENT

I hereby assert that I have knowledge of and give my consent to the application presented above.

x Margot Grallert
Signature of Record Owner(s)

8 August 2008
Date

Signature of Record Owner(s)

Date

3.2.1 (c)
Determination of Site Eligibility



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

August 29, 2008

Steve Steinberg
442 Massachusetts Ave., LLC
Box 2350
69 Gread Road
Acton, MA 01720

Lauren Rosenzweig
Chair, Board of Selectmen
Town Hall
472 Main Street
Acton, MA 01720

RE: 442 Massachusetts Avenue, Acton, MA
Determination of Site Eligibility under the Local Initiative Program (LIP)

Dear Mr. Steinberg and Ms. Rosenzweig,

I am pleased to inform you that your application for Local Initiative Program (LIP) designation for the proposed LIP project in Acton, Massachusetts, has been approved, subject to the fulfillment of the conditions listed below. This approval is based on your application that sets forth a plan for the development of four (4) homeownership units. The proposed sales prices of the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock. We note that the project developer has an executed purchase and sales agreement for the site.

As part of the review process, DHCD staff has performed an on-site inspection of the proposed project site. The Department of Housing and Community Development (DHCD) has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Local Initiative Program, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which is located;
4. The proposed project appears financially feasible in the context of the Acton housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;

6. The project developer and the development team meet the general eligibility standards of the Local Initiative Program;
7. The project developer controls the site.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

Please provide us with a copy of the comprehensive permit as soon as it is issued. The DHCD legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project sponsor, and DHCD. The regulatory agreement must be signed and recorded prior to starting construction.

As stated in the application, the 442 Massachusetts Avenue will consist of four (4) units, three (3) of which will be eligible for inclusion in the town's subsidized housing inventory. The affordable units will be marketed and sold to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development. We note that the project developer will likely select a homeowner whose anticipated annual income will be between 80 to 120% of area median income for the fourth units, the single family dwelling.

The conditions that must be met prior to final DHCD approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with Chapter 40B Guidelines, Affirmative Fair Housing Marketing. Allowable preference categories for local preference has been updated, effective June 25, 2008.
2. The existing single family home is to be marketed as a three (3) bedroom dwelling. It does contain four (4) bedrooms. Confirmation of the dwelling unit size shall be provided.
3. Any changes to the application it has just reviewed and approved, including but not limited to alternations in unit mix, sales price, development team, unit design, site plan or financial proforma, must be approved by DHCD.
4. Documentation of the availability of construction financing for this project shall be submitted to DHCD.
5. The Schedule of Beneficial Interest that will be included in the master deed shall be submitted.
6. The project developer shall provide financial surety through a letter of credit, bond or cash account to ensure completion of cost examination in accordance with 760 CMR 56.05(8)(e) and the Comprehensive Permit Guidelines, Appendix IV, D. Financial Surety.

Acton-442 Massachusetts Avenue

7. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units).

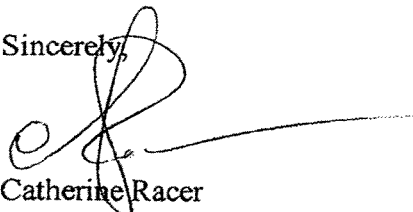
As 442 Massachusetts Avenue nears completion of construction, DHCD staff may visit the site to ensure that the development meets program guidelines.

When all the units have received Certificates of Occupancy, the developer must submit to both DHCD and the Acton Board of Selectmen a project cost examination prepared by a certified public accountant to meet cost certification requirements.

This letter shall expire two years from this date or on August 29, 2010 unless a comprehensive permit has been issued and construction has begun.

We congratulate the Town of Acton and the project sponsor on their efforts to work together to increase the town's supply of affordable housing. If you have any questions as you proceed with the project, please call Toni Coyne Hall at 617-573-1351.

Sincerely,



Catherine Racer
Associate Director

cc: Steven L. Ledoux, Town Administrator
Ron Bartl, Town Planner
Kenneth Kozik, Zoning Board of Appeals
Nancy Tavernier, Acton Community Housing Corp.
Daniel R. Gaulin, Elmwood Homes, LLC.
Office of the Chief Counsel, DHCD

Enc.

RESPONSIBILITY FOR COST CERTIFICATION:

By your signature below, 442 Massachusetts Ave., LLC acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the Acton Board of Selectmen with a project cost accounting.

Signature: _____

Name (print): _____

Date: _____

Upon receipt, please make copy of this letter and return a signed copy to Division of Housing Development, Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114 ATTN: Local Initiative Program

442 Massachusetts Avenue, Acton, Massachusetts

LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT PROJECT

Sponsor:

442 Massachusetts Ave., LLC
442 Massachusetts Ave.
Acton, MA 01720

Project Address:

442 Massachusetts Ave.,
Acton, MA 01720

This project will provide ownership opportunities according to the following breakdown:

Type of Unit	# Units	# Bdrms	# Baths	Gross SF	Maximum Sales Price	Condo Fee
Market Units	1	3	2	NA	\$250,000	\$20*
L.I.P. Units	3	2	1.5	1250 sq.ft.	\$137,600	\$150
Total Units	4					

* The condo fee for the single family, market rate unit, is for the association fee for maintenance of shared driveway.

3.2.1 (d) (2)

Executed Sales & Purchase Agreement

Extension for Performance

Owner's Deed

STANDARD FORM
PURCHASE AND SALE AGREEMENT

From the Office of:
SCHEIER & KATIN, P.C.
103 Great Road
Acton, MA 01720
TEL: 978-264-4655

1. PARTIES AND MAILING ADDRESSES
(fill in)
This _____ day of September 2007
MARGOT GRALLERT
442 Massachusetts Avenue, Acton, Massachusetts
hereinafter called the SELLER, agrees to SELL and
442 MASSACHUSETTS AVENUE, LLC
2. DESCRIPTION
(fill in and include title reference)
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
The land with the buildings thereon known as and numbered 442 Massachusetts Avenue, Acton, Middlesex County, Massachusetts, containing 28,060 square feet of land, more or less, and being more particularly described with the Middlesex South District Registry of Deeds at Book 13461, Page 487.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES
(fill in or delete)
Included in the sale as apart of said premises are the buildings, structures, and improvements now thereon, and the fixtures ~~belonging to the SELLER and~~ used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines, and dryers, ~~and INCLUDING:~~
BUT EXCLUDING:
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises; **as a single-family dwelling.**
* (f) **None.**
4. TITLE DEED
(fill in)
*Include here by specific reference any restrictions, easements, rights, and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provisions to protect SELLER against BUYER'S breach of SELLER's covenants in easements, where necessary.
5. PLANS
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED TITLE
In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE
(fill in); space is allowed to write out the amounts if desired.
The agreed purchase price for said premises is: **THREE HUNDREDSIXTY-TWO THOUSAND AND 00/100** ----- (**\$362,000.00**) ----- dollars, of which

\$100.00	as a deposit paid this day
	has been paid with Offer to Purchase
\$361,900.00	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s),
	or by closing attorney's clients fund account check.
\$362,000.00	TOTAL



8. TIME FOR PERFORMANCE;
DELIVERY OF DEED (*fill in*)

Such deed is to be delivered at 12:00 o'clock P. M. on the 27th day of August 2008 at the Middlesex South Registry of Deeds, or at the office of Wilson & Orcutt, P.C., unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISE.
(attach a list of exceptions, if any)

Full possession of said premises **free of all tenants and occupants**, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building, **health**, and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. **The premises to be broom clean and free of Seller's personal property.**
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
(*Change period of time if desired*).

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER **elects to use** reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. **"Reasonable efforts" shall not require SELLER to expend more than \$5,000.00 in order to remedy nonpecuniary defects.**
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER's ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

 - (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED

The acceptance **and recording** of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, **or within a reasonable period of time following closing as is customary in the local conveyancing community.**
15. INSURANCE
**Insert amount (list additional types of insurance and amounts as agreed)*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	*\$ As presently insured.
(b)	
16. ADJUSTMENTS
(*list operating expenses, if any, or attach schedule*)

~~Collected rents, mortgage interest, Water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE (fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Brokers fee for professional services of **4% (\$14,480.00) as per agreement** is due from the SELLER to **Coldwell Banker Residential Brokerage** but only if, as and when papers are passed, deed is recorded and proceeds received by Seller, but not otherwise.
~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.~~
19. BROKER(S) WARRANTY (fill in name) The Broker(s) named herein **Coldwell Banker Residential Brokerage** warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT (fill in name) All deposits made hereunder shall be held in escrow by **Coldwell Banker Residential Brokerage**, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER. **Deposit shall be placed in an interest bearing money market account with interest to be divided equally between Buyer and Seller at closing. In the event of termination of this Agreement, interest shall follow the deposit.**
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be Seller's sole and exclusive remedy both at law and in equity for any default by Buyer under this Agreement.~~
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS (fill in); if none, state "none", if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE BY SELLER OR BROKER. PROPERTY IS BEING SOLD "AS IS" AS OF THE DATE OF CLOSING, AS LONG AS THE PREMISES CONFORMS TO THE TERMS OF PARAGRAPH 9 ABOVE.**
26. MORTGAGE CONTINGENCY CLAUSE (omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$_____ at prevailing rates, terms and conditions. ~~If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 2007, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____, 2007.~~

27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. LEAD PAINT LAW The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. SMOKE DETECTORS The SELLER shall, at the time of the delivery deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.
30. CARBON MONOXIDE DETECTORS For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in accordance with M.G.L. c. 148, § 26F1/2 and 527 Code of Massachusetts Regulations 31.00 et seq, or that the Premises are otherwise exempted from the statute.
31. ADDITIONAL PROVISIONS The initialed riders, if any, attached hereto, are incorporated herein by reference.
See Rider "A" attached hereto and incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER (or spouse)

SELLER

Margot Grallert
Margot Grallert

Taxpayer ID/Social Security No. _____

Taxpayer ID/Social Security No. _____

048-30-4572

BUYER

BUYER

Acton Investment, Inc. By Margot Grallert, Pres.
442 Massachusetts Avenue, LLC
By:

Taxpayer ID/Social Security No. _____

Taxpayer ID/Social Security No. _____

Coldwell Banker Residential Brokerage

BROKER(s)

RIDER "A" TO PURCHASE AND SALE AGREEMENT

SELLER: Margot Grallert

BUYER: 442 Massachusetts Avenue, LLC

PROPERTY: 442 Massachusetts Avenue, Acton, Massachusetts

32. Any notice required or desired hereunder shall be given in writing and shall be deemed duly delivered when mailed, certified mail, return receipt requested, by facsimile or when delivered by hand to:

(a) In the case of notice to SELLER:

Mark L. Scheier, Esquire
SCHEIER & KATIN, P.C.
103 Great Road
Acton, MA 01720
(TEL) 978-264-4655
(FAX) 978-264-4979

(b) In the case of notice to BUYER:

Daniel B. Greenberg, Esquire
WILSON & ORCUTT, P.C.
201 Great Road
Acton, MA 01720
(TEL) 978-264-4770
(FAX) 978-263-7142

or to such other address or addresses as the parties may designate from time to time by notice given in accordance with this paragraph. It is agreed between the parties that the Attorney(s) designated above shall have the authority to enter into extensions of any of the provisions set forth in this Agreement including, but not limited to, any extensions sought under the Mortgage Contingency Clause, without any additional written confirmation from the parties.

33. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster, or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster, or other material so as to make it inaccessible to children under six years of age. BUYER agrees and certifies to the following:
- A. BUYER has been informed that the premises may contain such lead-based materials.
 - B. BUYER has been provided ten (10) days to inspect the premises for lead-based materials.

- C. Without limitation, SELLER shall have no responsibility or liability for complying with any statutes, building codes, ordinances, regulations or the like which relate to "lead paint" or any requirement that SELLER remove the same. Upon the transfer of title as provided herein, BUYER agrees to assume all responsibility and liability for complying with any and all applicable laws concerning lead-based materials in the premises and to indemnify and hold SELLER harmless from the same.

The provisions of this Section shall survive the delivery of the deed hereunder.

34. If BUYER either makes an assignment of its rights under this Agreement or records a copy of this Agreement, SELLER, at its option, may declare SELLER's obligations hereunder to be null and void and may deem BUYER to be in default of its obligations hereunder.
35. Buyer represents and acknowledges: that Buyer has been given the opportunity to conduct any and all inspections of said premises desired by Buyer, including, without limitation, mechanical, structural, utility systems, heating, septic, plumbing and electrical systems, major appliances, pest and termite, lead paint, asbestos, radon, urea formaldehyde foam insulation and any hazardous chemicals, material or substances; and that Buyer is fully satisfied with the results of the same, the condition of said premises, and accepts said premises "AS IS" and is not relying upon any representations or warranties (express, implied or otherwise) whatsoever of the Seller or their agents as to the character, quality, use, value, quantity or condition of said premises. The provisions hereof shall survive the delivery of the deed.
36. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that they have dealt with no broker or other person entitled to a broker's commission other than those made a party to this agreement in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby and each agrees to hold the other harmless from and indemnify the other against all damages, claims, losses and liabilities, including legal fees incurred by the other, arising out of or resulting from the failure of this representation and warranty.
37. The agreed purchase price for said premises is Three Hundred Sixty-Two Thousand and 00/100 (\$362,000.00) Dollars. Buyer shall pay directly to Seller the sum of Twenty-Four Thousand and 00/100 (\$24,000.00) Dollars as follows: Upon the execution of this Agreement, Buyer shall pay to Seller the sum of \$3,000.00. On the first day of November and December of 2007 and January and February of 2008, Buyer shall pay the sum of \$1,500.00 to Seller, and the first day of March, April, May, June, July, and August of 2008, Buyer shall pay the sum of \$2,500.00 to Seller. All such payments shall be paid directly to the Seller and shall be the Seller's property, non-refundable, and not deducted from or credited against the purchase price, except in the case of default including Seller's inability to deliver the premises in conformity with the requirements of this Agreement such monies will be returned to Buyer. Buyer shall not be deemed in default of this Agreement for failure to make any such payment unless such failure continues for three (3) days after Buyer receives written notice from Seller that any such payment has not been received by Seller.

38. **RIDER GOVERNS.** This Rider is hereby made an integral part of the Purchase and Sale Agreement described above; the terms of said Rider shall in all respect govern and control in the case of any conflict or inconsistency.
39. **ACCESS:** SELLER hereby agrees that BUYER and BUYER'S representative shall have the right of access to the PREMISES, after reasonable advance notice, to perform engineering inspections and test, test borings, environmental inspections, to take measurements, and to show to contractors, architects, insurers, banks and other lenders, at reasonable times, and upon prior notice, from the date of this Agreement up to the including the time for the delivery of the Deed hereunder. BUYER shall, after any test or inspection that alters the Premises in any significant manner, make all necessary repairs to the Premises in order to return them to their prior condition, and in all cases shall defend, indemnify and hold SELLER harmless from any and all claims, liabilities and losses she may incur by reason of BUYER'S exercise of rights under the terms of this paragraph.
40. **TITLE:** It is understood and agreed by the parties that the PREMISES shall not be in conformity with the Title provisions of this Agreement unless:
- (a) all buildings, structures and improvements, including but not limited to, any driveways, garages and all means of access to the PREMISES, shall be located completely within the boundary lines of said PREMISES and shall not encroach upon or under the property of any other person or entities;
 - (b) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said PREMISES;
 - (c) the PREMISES shall abut a public way or a private way to which BUYER shall have both pedestrian and vehicular access, and if a private way, that such private way in turn has satisfactory access to a public way; which public way is duly laid out or accepted as such by the city or town in which said PREMISES are located;
 - (d) the PREMISES are equipped with all necessary utilities, including without implied limitation, electricity, private or municipal water and public sewer or septic tank, if necessary;
 - (e) all improvements located on the PREMISES have been constructed in accordance with any covenants governing the same, and, if required by said covenants, a recordable certificate of compliance is delivered at the Closing or has been previously recorded in the Registry of Deeds;
 - (f) the PREMISES are determined not to be in a special flood hazard area which would require flood insurance for the benefit of any mortgagee;
 - (g) all appliances, utilities and mechanical systems are in good working order on the day of the closing (this provision shall not survive delivery of the deed);
 - (h) there are no underground fuel storage tanks on the PREMISES.

41. TITLE INSURANCE DOCUMENTS: At the Closing, the SELLER shall execute and deliver to any title insurance company insuring the PREMISES to the BUYER and/or any lender granting mortgage financing to the BUYER with respect to the PREMISES an affidavit with respect to: (a) mechanics' or materialmen's liens with regard to the PREMISES sufficient in form and substance to enable the title insurance company to delete its standard ALTA exception for such liens; (b) bills which could become liens pursuant to Chapter 551 of the Acts of 1980 (Municipal Lighting Plants Real Estate Liens) have been paid; and (c) there being no parties in possession of or entitled to possession of the PREMISES.
42. INSURABILITY OF TITLE: The BUYER's performance hereunder is conditioned upon title to the PREMISES being insurable for the benefit of the BUYER on a standard American Land Title Association form insurance policy currently in use by a title insurance company licensed to do business in the Commonwealth of Massachusetts, at normal premium rates, subject only to those printed exceptions to title normally included in the "jacket" to such form and to the exceptions set forth in Paragraph 4 of this Agreement.
43. TITLE STANDARDS AND OTHER MATTERS: Any title or practice matter which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be governed by said title or practice standard to the extent applicable.
44. NON-FOREIGN AFFIDAVIT: The SELLER warrants and represents that SELLER is not a "foreign person" as defined in I.R.C. Section 1445, and that the SELLER's United States taxpayer identification numbers is:

This warranty shall survive delivery of the deed.

The SELLER agrees to deliver to BUYER at or before the closing a "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder. If the SELLER does not provide such an affidavit or a "qualifying statement" issued by the Secretary of the Treasury in accordance with I.R.C. Section 1445(b)(4)(B) exempting the transaction from withholding, the BUYER will be entitled to make withholdings in accordance with Section 1445 on account of taxes which may be payable by the SELLER on account of the sale of the PREMISES.

45. MAINTENANCE OF GROUNDS: The SELLER agrees to maintain the lawn, shrubbery and exterior grounds of the PREMISES during the term of this agreement in a manner consistent with that which they have been kept to date.
46. PROCEEDS: Notwithstanding the provisions of paragraph 8 of this Agreement, the SELLER agrees that the sale proceeds may be held in escrow following the closing, for a reasonable period of time, until the deed can be recorded in the appropriate registry of deeds; however no later than the close of business on the next business day.

Margot Grallert
Margot Grallert (Seller)

442 MASSACHUSETTS AVENUE, LLC

By: [Signature]
(authorized signatory)

TO: NANCY O'Brien

26A-0324

**COLDWELL
BANKER**

Faxed Back 6/18/08

RESIDENTIAL BROKERAGE

ADDENDUM TO OFFER/CONTRACT TO PURCHASE and/or PURCHASE AND SALE AGREEMENT

**EXTENSION OF EXECUTION DATE
EXTENSION OF CONTINGENCIES
EXTENSION FOR PERFORMANCE**

In reference to the Offer to Purchase/Contract to Purchase/Purchase and Sale Agreement between

SELLER: Margot Grollert and

BUYER: 442 Mass. Ave LLC, Stephen P. Steinberg

dated September 2007 concerning the real Property located at

442 mass ave, Acton, Mass.

the undersigned Seller(s) and Buyer(s) hereby agree to the following:

**I. EXTENSION OF
EXECUTION DATE**

To extend the time for execution of Offer/Contract/
Agreement to and including ____ m. on
(date).

**II. EXTENSION OF
CONTINGENCIES**

To extend the date and time specified in the
contingency of
said Offer/Contract/Agreement to and including ____
m. on (date).

**III. EXTENSION FOR
PERFORMANCE**

To extend the time for performance of said
Offer/Contract/Agreement to and including Nov 30th 2008
m. on

**IV. OTHER TERMS AND
CONDITIONS**

The parties hereto agree that all other terms and conditions
of the said Offer/Contract/Agreement are to remain the same
unaltered and in full force and effect. *Seller has per-
mission to remain in house after closing, paying utilities only, until
a mutually agreeable date.

This Agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned
Offer/Contract to Purchase and/or Purchase and Sale Agreement.

✓ Margot Grollert
Seller

Seller

Date

June 18th 2008

442 MASS AVE LLC
Buyer

By J. H. for Manager
Buyer

Date

6/18/08





RESIDENTIAL BROKERAGE

Facsimile Cover Sheet

TO: <i>Steven Steinberg</i>	FROM: <i>Nancy O'Brien</i>
COMPANY:	PHONE: <i>978-263-3303</i>
FAX: <i>978-263-0403</i>	FAX: <i>978-264-0324</i>
DATE: <i>Wed, June 18th</i>	NUMBER OF PAGES (INCLUDING COVER): <i>2</i>

Hi Steve-

Margot Grader just left my office, having signed the extension for performance on 442 Mass Ave.

We changed the closing date to Dec. 30, as you requested.

Please sign & fax back to me for my records. Margot said she will bring you an original copy to sign.

Hope all is well - Nancy O.B.

2007 Quotables Massachusetts

#1 in Massachusetts
\$10.7 Billion in Sales Volume
21,243 Residential Transactions
One Transaction Every 25 Minutes
3,623 Sales Associates & Staff
80 Offices
16,671 Relocation Referrals

Coldwell Banker Residential Brokerage

97 Great Road
Acton, MA 01720
978-263-3303 Acton
978-263-2100 Acton
978-456-4160 Harvard
978-264-4831 Fax

The information contained in this transmission is privileged, confidential and intended for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance of the contents of this facsimile transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately. Thank you for your cooperation. The recipient may request that the sender not send any future facsimile advertisements to a designated facsimile machine or machines. To opt out of further facsimile advertisements from this sender, please [call or fax] [phone or fax number, toll-free if available] [email address, if desired] at any time on any day of the week. It is prohibited to send this facsimile, in whole or in part, to any third party.

11/1/74

1-2-THIRD COPY 10/1/74

We, WALTER W. GRALLERT and MARGOT A. GRALLERT
of Acton, Middlesex

County, Massachusetts

being unmarried, for consideration paid, and in full consideration of

grants to MARGOT A. GRALLERT

of 442 Mass. Avenue, Acton

with quitclaim covenants

~~xxxxxx~~ A certain parcel of land, with the buildings thereon,
situated on the southwesterly side of Massachusetts Avenue, in Acton,
~~xxxxxx~~ and being shown as Lot numbered five (5) on a plan entitled, "Land in
Acton surveyed for James W. Baker", by Horace F. Tuttle C.E., dated
January 16, 1951 and recorded with Middlesex South District Deeds,
Book 7699, Page 450, bounded and described as follows:

- NORTHEASTERLY by Massachusetts Avenue, there measuring one hundred (100) feet;
- SOUTHEASTERLY by Lot numbered four (4) as shown on said plan, there measuring two hundred ten (210) feet more or less
- SOUTHWESTERLY by land of Charles W. Spencer et al, there measuring one hundred seventy-six (176) feet more or less
- NORTHWESTERLY by land now or formerly of Alfred W. Davis there measuring two hundred seventeen and 50/100 (217.50) feet

Containing, according to said plan, 28,060 square feet.

Being the same premises conveyed to us by Walter H. Brzezinski et ux by deed dated July 3, 1974 recorded with said Deeds in Book 12661 at Page 715.

The premises are conveyed subject to the mortgage given by us to The Middlesex Institution for Savings dated July 3, 1974 recorded with said Deeds in Book 12661 at Page 716, which the Grantee assumes and agrees to pay.

The consideration for this deed is such that no documentary stamps are required by law.

F 2 120

Witness our hand and seal this 24th day of June 1978

Phyllis Murphy

James A. Madigan

Walter W. Grallert

Margot A. Grallert

Margot A. Grallert

The Commonwealth of Massachusetts

Middlesex ss.

June 6, 1978

Then personally appeared the above named Walter W. Grallert and Margot A. Grallert

and acknowledged the foregoing instrument to be their free act and deed, before me

George E. Tibbetts

Notary Public

My Commission Expires

June 22, 1979

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

3.2.1 (d) (3)
Attorney's Title of Certification

Wilson & Orcutt, P.C.
201 Great Road
Acton, Massachusetts 01720
(978) 264-4770

September 15, 2008

Attorney's Title Opinion

We have examined the record title to the following property in the Middlesex County South District Registry of Deeds for a period of at least fifty years with the earliest instrument a warranty or quitclaim deed which on its face does not suggest a defect in said title and based on that examination, we hereby certify to the Board of Appeals of the Town of Acton that in our opinion, as of the time of recording, the owner holds a good and sufficient record mortgage to the property, subject to the exceptions set forth below.

Owner: Margot Grallert

Property: 442 Massachusetts Ave., Acton, Massachusetts 01720

Deed Reference: Middlesex South District Registry of Deeds, Book 13461, Page 482

Exceptions:

A. SPECIAL EXCEPTIONS APPLYING TO THIS PROPERTY

1. Subject to Mortgage to PHH Mortgage Services dated November 12, 1998 recorded in said Deeds at Book 45383, Page 382, assigned to MERS on June 10, 1999 recorded at said Deeds at Book 30649, Page 200.
2. Subject to Mortgage to Middlesex Savings Bank dated January 4, 2005 recorded in said Deeds at Book 44440, Page 480
3. Subject to Order for Final Sewer Betterment Assessment dated June 6, 2005 recorded in said Deeds at Book 45382, Page 382.
4. Subject to Orders of Construction for the Middle Fort Pond Brook Betterment Area recorded in said Deeds at Book 32363, Page 77.

B. GENERAL EXCEPTIONS

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting, regulating or prohibiting the occupancy, use or enjoyment of the premises, or regulating the character, dimensions or location of any improvement now or hereafter erected on the premises, or prohibiting a separation of ownership or a change in the dimensions or area of the premises or any parcel of land of which the premises is or was a part, or the effect of the violation of any such matter unless notice thereof has been recorded in the public records.
2. No representation is made as to matters which are only discoverable by a visual or instrument survey of the property.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Liens for real estate taxes for the current fiscal year not yet due or payable.
7. The exercise of governmental police power.
8. Any law, ordinance, by-law, or other governmental regulation relating to environmental protection, or the effect of the violation of any such matter unless notice thereof has been recorded in the public records.
9. Rights of eminent domain unless notice of the exercise of such rights appears in the public records.
10. Instruments not indexed or improperly indexed and which are therefore not revealed by an examination of the record title conducted in accordance with prevailing conveyancing standards.

For the purposes of this opinion, public records shall be deemed to include only those records in which, by law, title encumbrances must be recorded in order to impart constructive notice to purchasers of the premises for value and without knowledge.

We disclaim liability hereunder to any person other than the said Board of Appeals.

Wilson & Orcutt, P.C.

By: 

Daniel B. Greenberg

3.2

Authorizing Vote

ACTON MANAGEMENT, INC.

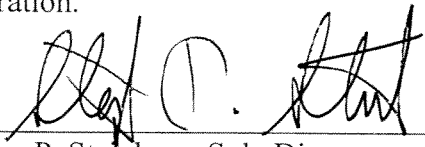
ACTION BY CONSENT OF DIRECTORS

September , 2008

The undersigned, being the sole Director of ACTON MANAGEMENT, INC., a Massachusetts corporation, pursuant to the provisions of Chapter 156D, Section 8.21 of the General Laws, hereby consents to the taking of the following action without the necessity of formal meetings or notice thereof, and adopts the following vote as of the ____ day of September, 2008.

VOTED: That Stephen P. Steinberg, President of Acton Management, Inc. as Manager of 442 Massachusetts Avenue, LLC be authorized to make Application for a Comprehensive Permit to the Acton board of appeals with regard to 442 Massachusetts Avenue, Acton, MA 01720 and to take any and all actions necessary to effectuate same.

This action, signed by the sole Director, shall be entered in the regular minute book of the corporation.



Stephen P. Steinberg, Sole Director

3.3

DEVELOPMENT IMPACT REPORT

FORM DIR

DEVELOPMENT IMPACT REPORT

The Development Impact Report (DIR) is intended to serve as a guide to the applicant in formulating the development proposal, as well as a guide to the Planning Board in its evaluation of the proposed development in the context of existing conditions and planning efforts by the Town. The DIR should be prepared as early in the development process as possible, even if certain aspects are unknown at that time. It is recommended that the various aspects of the DIR, together with a conceptual development plan, are discussed with the Planning Department staff as soon as possible, prior to the filing of an application for approval of a preliminary plan.

The DIR seeks to raise the broad range of issues generally associated with development plans in a form and in a language that is understandable to a layperson. It assesses development impacts which could possibly be avoided or mitigated if recognized early in the development process. Other portions of the DIR request information which will help the Town plan ahead and ensure adequate services in the future. It is the hope of the Planning Board that the use of the DIR, along with early consultations with the Planning Department staff and the applicant's continuing cooperation throughout the development process, will foster a development of excellent quality and design sensitive to Acton's natural and historic heritage and other community concerns.

The DIR shall be filed with an application for approval of a preliminary and a definitive subdivision plan. The DIR shall clearly and methodically assess the relationship of the proposed development to the natural, physical, and social environment. In preparing the DIR, professionals of the respective fields shall be consulted and a systematic, interdisciplinary approach shall be utilized which will ensure the integrated use of the natural and social sciences and the environmental design arts in planning, designing and engineering of the proposed project.

DEVELOPMENT IMPACT REPORT

Please type or print information in blanks below.

1. Name of Proposed Subdivision Lalli Terrace
2. Location 442 Massachusetts Avenue
3. Name of Applicant(s) 442 Mass. Ave. LLC
4. Brief Description of the Proposed Project A proposed affordable housing project consisting of one existing single family dwelling and three proposed townhomes. The existing dwelling at 442 Massachusetts Ave will remain.
5. Name of Individual Preparing this DIR Joseph March, PE
Address 80 Harris St. Acton, MA 01720
Business Phone (978) 263-8585
6. Professional Credentials Commonwealth of MA Registered Professional Engineer

A. Site Description

7. Present permitted and actual land uses by percentage of the site.

<i>Uses</i>	<i>Percentage</i>
Industrial	0
Commercial	0
Residential	100
Forest	0
Agricultural	0
Other (specify)	0

8. Total acreage on the site: .66 acres.

Approximate Acreage	At Present	After Completion
Meadow or Brushland (non agriculture)	0	0
Forested	.17	.1
Agricultural (includes orchards, cropland, pasture)	0	0
Wetland	0	0
Water Surface Area	0	0
Flood Plain	0	0
Unvegetated (rock, earth, or fill)	0	0
Roads, buildings and other impervious surfaces	.07	.23
Other (indicate type) Open Space (lawn)	.42	.36

9. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *Note: be sure to include overlay zoning districts.*

District	Percentage
Residence 2	100
Groundwater Protection District Zone 4	100

10. Predominant soil type(s) on the site: Charlton-Hollis-Rock Outcrop Complex and Udenthents-Urban Land Complex.

Soil drainage (Use the US Soil Conservation Service's definition)

Soil Type	% of the Site
Well drained	100
Moderately well drained	0
Poorly drained	0

11. Are there bedrock outcroppings on the site? yes X no
12. Approximate percentage of proposed site with slopes between:

Slope	% of the Site
0 - 10%	96
10 - 15%	1
greater than 15%	3

13. In which of the Groundwater Protection Districts in the site located? How close is the site to a public well?

Zone(s) 4 Proximity to a public well: 8,000 feet

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (Consult with the Massachusetts National Heritage Program and the Acton Natural Resources Director).

yes X no

If yes, specify: _____

15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges?

yes X no

If yes, specify: _____

16. Are there any established foot paths running through the site or railroad right of ways?

yes X no

If yes, specify: _____

17. Is the site presently used by the community or neighborhood as an open space or recreation area? ☐ yes ☒ no

Is the site adjacent to conservation land or a recreation area? ☐ yes ☒ no

If yes, specify: _____

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view? ☐ yes ☒ no

If yes, specify: _____

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site?
☒ yes ☐ no

If yes, specify: There are bordering vegetated wetlands contiguous to the southern lot line.

20. Is there any farmland or forest land on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? ☐ yes ☒ no

If yes, specify: _____

21. Has the site ever been used for the disposal of hazardous waste?

Has a 21E Study been conducted for the site? ☒ yes ☐ no

If yes, specify results: Slightly Elevated. Radon in house.

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste? ☐ yes ☒ no

If yes, specify _____

23. Does the project contain any buildings or sites of historic or archaeological significance?
(Consult with the Acton Historic Commission or the Action Historical Society.)
☐ yes ☒ no

If yes, please describe _____

24. Is the project contiguous to or does it contain a building in a local historic district or national register district?
☐ yes ☒ no

25. Is the project contiguous to any section of the Isaac Davis Trail?
☐ yes ☒ no If yes, please describe _____

B. Circulation System

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed subdivision?

Average weekday traffic		17.58
Average peak hour volumes	morning	1.62
Average peak hour volumes	evening	1.56
Average peak hour volumes	saturday	1.41

27. Existing street(s) providing access to proposed subdivision:

Name Massachusetts Ave. Town Classification Arterial

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development:

Name of ways Mass Ave & Main St.; Mass Ave. & Prospect St.; Main St. & Beverly Rd.

29. Location of existing sidewalks within 1000 feet of the proposed site? Along Mass Ave.

30. Location of proposed sidewalks and their connection to existing sidewalks:
No proposed sidewalk is necessary because a sidewalk already exists running along Massachusetts Ave adjacent to the property.

31. Are there parcels of undeveloped land adjacent to the proposed site? yes X no

Will access to these undeveloped parcels be provided within the proposed site?
yes no

If yes, please describe _____

If no, please explain why _____

C. Utilities and Municipal Services

32. If dwelling units are to be constructed, what is the total number of bedrooms proposed?
9 Bedrooms

33. If the proposed use of the site is nonresidential, what will the site be specifically used for and how many feet of Gross floor area will be constructed? _____

34. Storm Drainage

- a. Describe nature, location and surface water body receiving current surface water of the site:
Under current conditions, runoff from the entire site runs off uncontrolled to the wetlands located to the south west of the lot. All runoff from the wetlands then enters a 12" culvert pipe. There is a vernal pool within the wetland but it is upstream of the 12" Culvert, i.e. site runoff does not affect the vernal pool.
- b. Describe the proposed storm drainage system and how it will alter existing drainage patterns:
Runoff from the northern portion of the site will now be directed to subsurface drainage, providing recharge for the site. Runoff from the remaining area of the site will runoff paved surfaces through vegetated buffer strips prior to reaching the wetland.

- c. Will a NPDS Permit be required? yes X no

35. In the event of fire, estimate the response time of the fire department (consult with Fire Dept.)
4 mins
36. Schools (if residential)
- a. Projected number of new school age children: 1.67 x3 new units = 5.01
 - b. Distance to nearest school: Across the Street (Acton-Boxborough Regional High School)

E. Measures to Mitigate Impacts

Attach brief descriptions of the measures that will be taken to:

- 37. Prevent surface water contamination.
- 38. Prevent groundwater contamination.
- 39. Maximize groundwater recharge.
- 40. Prevent erosion and sedimentation.
- 41. Maintain slope stability.
- 42. Design the project to conserve energy.
- 43. Preserve wildlife habitat.
- 44. Preserve wetlands.
- 45. Ensure compatibility with the surrounding land uses.
- 46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment rate of runoff for the 10-year storm event.
- 47. Preserve historically significant structure and features on the site.
- 48. To mitigate the impact of the traffic generated by the development.

Please use layman's terms where possible while still being accurate and comprehensive. Where appropriate, graphics shall be used. List sources of data, reference materials, and methodology used to determine all conclusions. Use additional sheets as necessary.

Development Impact Report

Section E: Measures to Mitigate Impacts

37. Prevent surface water contamination: The drainage system will be implemented prior to the discharge of runoff from the site. During construction, any silt, construction debris, etc. Shall be removed from the public way or abutting property immediately upon discovery and all sediment spilled, dropped, or washed into public right-of-ways shall also be removed immediately. Fill material used shall be free of hazardous material and construction debris. The developer shall comply with the Erosion and Sedimentation Control Plan.
38. Prevent groundwater contamination: The existing dwelling as well as the proposed townhomes will all be connected to town sewer and served by a municipal water supply.
39. Maximize groundwater recharge: Recharge of runoff for the site will be provided within the proposed subsurface drainage system. Runoff to be directed towards vegetated surfaces in an effort to maximize recharge where possible.
40. Prevent erosion and sedimentation: During construction, any silt, construction debris, etc. Shall be removed from the public way or abutting property immediately upon discovery and all sediment spilled, dropped, or washed into public right-of-ways shall also be removed immediately. Fill material used shall be free of hazardous material and construction debris. The developer shall comply with the Erosion and Sedimentation Control Plan.
41. Maintain slope stability: Cut and fill slopes, if any, will be stabilized immediately with six inches (6") of loam and seed during the growing season (April 1 to November 1) or with hay-mulch during the non-growing season (November 1 to April 1). An Erosion and Sedimentation Control Plan has been prepared which will provide the necessary details.
42. Design the project to conserve energy: The proposed dwellings will meet the stringent requirements of the state and local building codes.
43. Preserve wildlife habitat: The site is not located within an area of estimated habitat of rare wildlife. Existing vegetation shall be preserved wherever possible. The development will largely occur within existing yard area.
44. Preserve wetlands: An Erosion and Sedimentation Control Plan has been prepared that will delineate the limit of work and also provide the necessary details for protecting the wetlands.

45. Ensure compatibility with the surrounding land uses: The proposed project was designed to be congruent with the goals of the Acton Comprehensive Permit Policy. The three new units will result in an appropriate increase in density for a parcel that borders commercial uses in a village center (Kelly's Corner). There will be little to no visual impact as the existing mid-century Cape-style house will be retained as will the mature trees that are located all along the perimeter of the site. The project helps to preserve open space to the extent that it reduces redevelopment pressure accommodating housing demand in Kelly's Corner, an already developed part of town.
46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment: Control of the peak rates of runoff will be realized using subsurface infiltration.
47. Preserve historically significant structures and features on the site: N/A
48. To mitigate the impact of the traffic generated by the development: The vehicle trips generated from this proposed development are insignificant and will not require mitigation. The trip generation is also below the typical thresholds requiring traffic studies in the town of Acton.

3.4
CERTIFIED ABBUTTERS LIST



472 Main Street
Acton, MA 01720
Telephone (978) 264-9622
Fax (978) 264-9630

Brian McMullen
Assistant Assessor

Locus: 442 MASS AVE
Parcel: F2-120

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
456 MASS AV	F2-117	FINNEGAN JOSEPH P	FINNEGAN KATHLEEN T	456 MASS. AVE	ACTON	MA	01720
448 MASS AV	F2-118	TANG YANHUA	LIU QING	448 MASS AV	ACTON	MA	01720
446 MASS AV	F2-119	NIMMER JEREMY		446 MASS AV	ACTON	MA	01720
143 PROSPECT ST	F2-126	TOWEY SEAN T	TOWEY MARCIA A	143 PROSPECT ST	ACTON	MA	01720
139 PROSPECT ST	F2-129	BLANCHARD PLACE LLC		411 MASS AVENUE STE304	ACTON	MA	01720
252 MAIN ST REAR	F2-129-1	STOP & SHOP SUPERMARKET	CO 1385 HANCOCK STREET	REAL ESTATE TAX DEPARTMENT	QUINCY	MA	02169
432 MASS AV	F3-102	BAKER ELOISE A		432 MASS AVE.	ACTON	MA	01720
256 MAIN ST	F3-116	STOP & SHOP SUPERMARKET	CO 1385 HANCOCK STREET	REAL ESTATE TAX DEPARTMENT	QUINCY	MA	02169

Abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list.

HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:

Boxborough, MA 01729 Maynard, MA 01754 Concord, MA 01742 Littleton, MA 01460
Carlisle, MA 01724 Stow, MA 01775 Westford, MA 01886 Sudbury, MA 01776

Kimberly Hoyt
Assessing Clerk
Acton Assessors Office

5-Aug-08 Updated
29-Apr-08

3.5
USE DESCRIPTION

Use Description

Existing Use

The site is located in the Residence 2 zoning district. It has one single-family dwelling on the property which is an allowable residential use in the zoning district.

Proposed Use

The proposed project retains the existing single-family dwelling which is an allowable residential use in the Residence 2 zoning district. It also includes the addition of a 3-unit multifamily dwelling which is not allowed and a waiver must be granted in conjunction with a comprehensive permit. The three proposed units will be affordable housing units and existing single-family dwelling will be a moderately priced housing unit.

3.6

EXISTING SITE CONDITIONS

Existing Site Conditions Report

The site consists of approximately 0.66 acres of land located in the Residence 2 zoning district. The site has one single-family dwelling on the property. There are mature trees located along all sides of the site providing privacy to the lot. There is a wetland to the south of the property. The remaining property is open space, specifically lawn and typical landscaping.

The site is bounded to the north by Massachusetts Ave., to the east by a commercial property, to the south by a resident property and wetlands, and to the west by a residential property. There is a 20' wide drain easement that runs down the east side of the property. Massachusetts Ave is a public way that intersects Main St (Rt. 27) about 800 ft east of the site. A large commercial building and parking lot occupies the property to the east of the site. The easterly lot line of the site is the boundary line where Residence 2 Zoning District ends and Kelly's Corner Business Zoning District begins. The property to the south contains Blanchard Place, a 12-unit condominium development. The property to the west contains a residential dwelling.

The traffic patterns in the area consist of two way roads. Massachusetts Ave and Main St, Rt. 111 and Rt. 27 respectively, are both well traveled roads. They both provide access to and from Rt. 2 and to various businesses in area.

The site is connected to the town sewer and served by the town water supply. The site consists mainly of lawn and landscaping typical to a residential site and a single-family dwelling. There are mature trees surrounding the property providing privacy. Therefore, the only place where the wildlife habitat will thrive is in the wetlands to the south of the property.

An Existing Conditions Plan has been included in the plan set.

3.7

RECORDED PLANS & DEED

Horace F. Tuttle C.E.

(Scale of this plan: 1 in. = 80 ft.)



Plan Number 116 of 1951

Rec'd. Jan. 29, 1951 at 11:50 a.m. AM

with Deed

James, W. Baker et ux. /

Richard T. Kelley et ux.

Recorded, Book 7622 Page 450...

MB-1117A-1 Register.

We, WALTER W. GRALLERT and MARGOT A. GRALLERT
of Acton, Middlesex

County, Massachusetts

being unmarried, for consideration paid, ~~and in full consideration of~~

grants to MARGOT A. GRALLERT

of 442 Mass. Avenue, Acton

with quitclaim covenants

~~wherein~~ A certain parcel of land, with the buildings thereon,
situated on the southwesterly side of Massachusetts Avenue, in Acton,
~~and being shown as Lot numbered five (5) on a plan entitled, "Land in~~
Acton surveyed for James W. Baker", by Horace F. Tuttle C.E., dated
January 16, 1951 and recorded with Middlesex South District Deeds,
Book 7699, Page 450, bounded and described as follows:

NORTHEASTERLY by Massachusetts Avenue, there measuring one
hundred (100) feet;
SOUTHEASTERLY by Lot numbered four (4) as shown on said
plan, there measuring two hundred ten (210) feet
more or less
SOUTHWESTERLY by land of Charles W. Spencer et al, there
measuring one hundred seventy-six (176) feet
more or less
NORTHWESTERLY by land now or formerly of Alfred W. Davis
there measuring two hundred seventeen and
50/100 (217.50) feet

Containing, according to said plan, 28,060 square feet.

Being the same premises conveyed to us by Walter H. Brzezinski
et ux by deed dated July 3, 1974 recorded with said Deeds in Book
12661 at Page 715.

The premises are conveyed subject to the mortgage given by us to
The Middlesex Institution for Savings dated July 3, 1974 recorded with
said Deeds in Book 12661 at Page 716, which the Grantee assumes and
agrees to pay.

The consideration for this deed is such that no documentary
stamps are required by law.

F 2 120

Witness our hand and seal this 22nd day of June 1978

Phyllis Murphy

Judith A. Nadeau

Walter W. Grallert

Margot A. Grallert

Margot A. Grallert

The Commonwealth of Massachusetts

Middlesex ss.

June 6, 1978

Then personally appeared the above named Walter W. Grallert and Margot A. Grallert

and acknowledged the foregoing instrument to be their free act and deed, before me

George E. Tibbitts
Notary Public

My Commission Expires 12-22-1979

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

PRE-DEVELOPMENT

Non-Compliance

Zoning Bylaw:

- **Table of Principle Uses: 3.3.5 Multifamily Dwellings** are not allowed in the R-2 zoning district.
 - The proposed project contains a 3-unit multifamily dwelling
 - A waiver is requested from this requirement to allow the lot to contain a 3-unit multifamily dwelling. The three new units will result in an appropriate increase in density for a parcel that borders commercial uses in a village center (Kelley's Corner). These new units will also remain essentially unseen as they will be constructed behind the existing single family dwelling on the property.
- **3.3 Residential Uses** – Not more than one building for dwelling purposes shall be located upon a lot.
 - The proposed project consists of two buildings for dwelling purposes on one lot.
 - A waiver is requested from this requirement to allow the lot to contain two residential dwellings, with four affordable housing units between the two buildings. There will be little to no visual impact as the existing mid-century cape-style house will be retained as will the mature trees that are located along the perimeter of the site. The three new units will result in an appropriate increase in density for a parcel that borders commercial uses in a village center (Kelley's Corner).
- **Table of Standard Dimensional Regulations:** Minimum Lot Frontage is 150 ft.
 - The current Lot Frontage is 100 ft.
 - A waiver is requested, to the extent that it is required, because the lot currently does not conform to this requirement.

Wetland Protection Bylaw:

- **Section F8.3 (3)** 75-foot setback to edge of driveways, roadways, and structures.
 - The proposed driveway is located 50 ft + from the wetland and the proposed multifamily dwelling is located 64 ft ± from the wetland.
 - A waiver is requested from this requirement because the wetlands will not be adversely affected by the location of the proposed driveway and dwelling. The runoff from the paved surfaces will travel through vegetated buffer strips prior to reaching the wetland. All runoff from the wetlands enters a culvert pipe downstream of the vernal pool located within the wetlands and the site does not affect the vernal pool.
 - The public benefit of this project is that it will create three affordable housing units and one moderately priced housing unit which will help the town of Acton to reach its goal of providing affordable housing to the community.
 - The project is consistent with the intent and purpose of the town's bylaw through proper mitigation techniques.

Wetland Protection Rules & Regulations:

- **Section 3.2 (3)** 75-foot no build setback to the edge of driveways, roadways, and structures.
 - The proposed driveway is located 50 ft + from the wetland and the proposed multifamily dwelling is located 64 ft ± from the wetland.
 - A waiver is requested from this requirement because the wetlands will not be adversely affected by the location of the proposed driveway and dwelling. The runoff from the paved surfaces will travel through vegetated buffer strips prior to reaching the wetland. All runoff from the wetlands enters a culvert pipe downstream of the vernal pool located within the wetlands and the site does not affect the vernal pool.
 - The public benefit of this project is that it will create three affordable housing units and one moderately priced housing unit which will help the town of Acton to reach its goal of providing affordable housing to the community.
 - The project is consistent with the intent and purpose of the town's bylaw through proper mitigation techniques.

3.16

AFFORDABLE HOUSING DWELLING UNITS

3.16 Affordable Dwelling Units

3.16.1. Types of affordable dwelling units

There will be two types of affordable dwelling units in this development:

There will be three 2-BR townhouse homeownership units that will sell for \$140,000 each.

There will be one 4-BR (the existing single-family home on the site) homeownership unit that will sell for \$250,000.

3.16.2 Minimum and Maximum income of households qualifying to buy the affordable units

The minimum income can only be approximated as it depends on numerous factors including the household's downpayment and credit score, the interest rates at the time of purchase, and lender underwriting criteria. The table below is based on a household using the Massachusetts Housing Partnership Soft Second program with a 5% downpayment at an interest rate of 5.5%. The maximum incomes are a function of family size. Please note that the units will be marketed in compliance with DHCD's rules regarding preference for household sizes that match or exceed the number of bedrooms; therefore the 1-person limit for the 2-BR unit and the 3-person limit for the 4-BR are provided for informational purposes as they would only apply if larger households did not apply for the units.

For the 2-BR Moderate Income Units (at or below 80% of area median)

Minimum Any size	Maximum 1-person	Max 2-person	Max 3-person	Max 4-person
\$33,000	\$46,300	\$52,950	\$59,550	\$66,150

For the 4-BR Moderate Income Units (at or below 120% of area median)

Minimum Any size	Maximum 3-person	Max 4-person	Max 5-person	Max 6-person	Max 7-person	Max 8-person
\$52,000	\$92,640	\$102,960	\$111,240	\$119,400	\$127,680	\$135,960

3.16.3 Method of selecting qualified purchasers

Preliminary Lottery Process

442 Massachusetts Avenue, Acton

There will be three lottery pools:

Moderate Income local preference – 4 BD single family house (442 Mass Ave.)

This pool will be limited to households that qualify for a local preference unless there are no local applicants.

Low Income local preference – 2 2-BD townhouse condominiums (Units 1 and 2)

Low Income general – 1 2-BD townhouse condominium (Unit 3)

INCOME ELIGIBILITY

Moderate Income Maximum Annual Household Income					
1 person	2 person	3 person	4 person	5 person	6 person
\$72,120	\$82,320	\$92,640	\$102,960	\$111,240	\$119,400
7 person	8 person				
\$127,680	\$135,960				

Low Income Maximum Annual Household Income			
1 person	2 person	3 person	4 person
\$46,300	\$52,950	\$59,550	\$66,150

HOUSEHOLD SIZE PREFERENCE

In all three pools, there will be a preference for household sizes that match the unit sizes per LIP guidelines:

- a. There is at least one occupant and no more than two occupants per bedroom.
- b. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
- c. A person described in the first sentence of (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.

Within an applicant pool **second preference** shall be given to households requiring the number of bedrooms in the unit minus one, based on the above criteria. **Third preference** shall be given to households requiring the number of bedrooms in the unit minus, two, based on the above criteria.

A "household" shall mean two or more persons who will live regularly in the unit as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual.

Lottery drawings shall result in each applicant being given a ranking among other applicants with households receiving preference for units based on the above criteria.

Household size shall not exceed state sanitary code requirements for occupancy of a unit (See 105 CMR 400).

LOCAL PREFERENCE

To the maximum extent permitted by law, first preference for the purchase of 70% of the Affordable Units shall be given to households that meet one or more of the following "Acton Connection" preference criteria:

(a) at least one member of the household is currently a legal resident of the Town of Acton. For purposes of the Lottery, a person shall be deemed a resident if that person has been registered as an Acton resident with the Acton Town Clerk pursuant to G.L. c. 51, §4 and would be considered a resident under the United States Census Bureau's residency guidelines. (Usual residence has been defined as the place where the person lives and sleeps most of the time. This place is not necessarily the same as the person's voting residence of legal residence. Also, non-citizens who are living in the United States are included, regardless of their immigration status.)

(b) at least one member of the household is either a parent, son, daughter or sibling of a current Acton resident.

(c) at least one member of the household is an employee of the Town of Acton, the Acton Public Schools, the Acton-Boxborough Regional School District, or the Acton Water District.

(d) at least one member of the household is currently privately employed within the Town of Acton.

If the Local Preference Pool does not contain a minimum of 20.7% minority applicants, then a lottery among non-local minority applicants will be held and those selected will be added to the Local Preference Pool until 20.7% is achieved.

3.16.4 Proposed subsidies from qualifying State and Federal programs

There will be no direct subsidy from state or federal programs. However, the State will provide indirect subsidy in the form of technical assistance and form legal documents provided through the Local Initiative Program. Furthermore, we anticipate that many of our buyers will seek to take advantage of state subsidized mortgage products available through MassHousing and the Massachusetts Housing Partnership.

3.16.5 Proposed legal documents for the affordable units

Please see the attached form of the deed rider and the LIP regulatory agreement.

3.17

DEVELOPMENT SCHEDULE

COMPREHENSIVE PERMIT
DEVELOPMENT SCHEDULE

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total
Project Completion Date:	9/1/09					9/1/09
Number of Affordable Units:	4					4
Number of Market Units:	0					0
Subtotal by Phase:	4					4

3.18

UNIT COMPARISION SCHEDULE

COMPREHENSIVE PERMIT
UNIT COMPOSITION SCHEDULE

Typye of Unit		Number of Units	Number of Baths/Unit	Gross S.F./Unit	Unit Sales Price or Monthly Rent	Homeowner's Association/ Condominium fee
1-Bedroom	Affordable					
	Market Rate					
2-Bedroom	Affordable	3	1 ½	1710	\$140,000	\$150
	Market Rate					
3-Bedroom	Affordable	1	2	1606	\$250,000	\$20
	Market Rate					
4-Bedroom	Affordable					
	Market Rate					
5 or more Bedrooms	Affordable					
	Market Rate					
Totals		4	3 ½	6736	\$670,000	\$470

3.19 DEVELOPMENT PRO FORMA

COMPREHENSIVE PERMIT DEVELOPMENT PRO FORMA

If the project is for new construction of ownership units, complete this development pro forma. For other types of projects, such as rental units or rehab-projects use pro formas approved or suggested by the Massachusetts Department of Housing and Community Development

A. Costs:

	Total Costs	Per Unit
(a) Site Acquisition:	<u>\$ 386,000</u>	<u>\$ 96,500</u>
<i>Hard Costs</i>		
(b) Site Preparation	\$ 30,000	\$ 7,500
(c) landscaping	\$ 20,000	\$ 5,000
(d) Residential Construction	\$ 500,000	\$ 125,000
(e) Subtotal Hard Costs (b+c+d)	\$ 550,000	\$ 137,500
(f) Contingency	\$ 50,000	\$ 12,500
(g) Total Hard Costs (e+f)	<u>\$ 600,000</u>	<u>\$ 150,000</u>
<i>Soft Costs</i>		
(h) Permits/Surveys	\$ 2,000	\$ 500
(i) Architectural	\$ 15,000	\$ 3,750
(j) Engineering	\$ 15,000	\$ 3,750
(k) Legal	\$ 5,000	\$ 1,250
(kl) Insurance	\$ 2,000	\$ 500
(m) Security	NON PROFIT INCLUDED IN CONSTRUCTION COSTS NO LOANS	
(n) Developer's Fee		
(o) Construction Manager		
(p) Property Manager		
(q) Construction Interest		
® Financing/Application Fees		
(s) Utilities		
(t) Maintenance (unsold units)		
(u) Accounting	\$ 2,000	\$ 500
(v) Marketing	\$ 5,000	\$ 1,250
(w) Subtotal Soft Costs (add h - v)	\$ 46,000	\$ 11,500
(x) Contingency	\$ 10,000	\$ 2,500
(y) Total Soft Costs (w+x):	<u>\$ 56,000</u>	<u>\$ 14,000</u>
(z) Total Development Costs (a+g+y):	<u>\$ 1,042,000</u>	<u>\$ 260,500</u>

B. Profit Analysis*Sources:*

(A) Affordable Sales	\$ 670,000
(B) Market Sales	\$ -
(C) Total Sales (A+B)	\$ 670,000
(D) Public Grants	\$ -
(E) Total Sales + Grants (C+D)	\$ 670,000

Uses:

(F) Total Development Costs (=z)	\$ 1,042,000
(G) Total Profit (E-F)	\$ (372,000)
(H) Percentage Profit (G/F)	-36%

C. Cost Analysis

(I) Total Building Floor Area (Gross)	6736	S.F.
(J) Residential Construction Cost per Square Foot (d/I)	\$ 74.23	
(K) Total Hard Costs per Square Foot (g/I)	\$ 89.07	
(L) Total Development Costs per Square Foot (z/I)	\$154.69	
(M) Sales per Square Foot (C/I)	\$ 99.47	

(do not include proceeds from public grants)

D. Construction Lender

Attach a signed letter of interest from at least one construction lender.

No loans will be required.

*Steinberg-Lalli Charitable Foundation will make up the loss of \$372,000

3.20

MARKET STUDY

3.20 Market Study

Since the proposed project does not included any market units, the inclusion of a market study would be an unnecessary expense. The existing 4-BR house will be sold for \$250,000 which is roughly \$100,000 less than its current market value and the price that it was purchased for by the developer. The financial feasibility of this project does not rely on the sale of market units as it does with a typical Local Initiative Program development; rather, it is the commitment of subsidy funds from the Steinberg-Lalli Foundation that will ensure the completion of the affordable units.

3.21

DEVELOPER INFORMATION

RESUME

Stephen P. Steinberg

Business: Box 2350
69 Great Road
Acton, Mass. 01720
(978)263-2989
Actonmgt@verizon.net

Residence: 1560 Monument Street
Concord, Mass. 01742
(978) 369-1599

Experience: 35 years in real estate development and law. Counsel to Papa Gino's of America. As principal and owner, I have developed, owned, built, and managed in excess of 1,000,000 square feet of real estate. President and owner of Acton Management, Inc.

Education and Academic Honors.

Newton High School, Newton, MA. Graduated 1962, National Honor Society. Eagle Scout, Boy Scouts of America.

Hamilton College, A.B. (Summa Cum Laude) 1966. Valedictorian, Phi Beta Kappa.

University of Pennsylvania Law School and Wharton school, J.D. 1969.
Harvard University, Kennedy School of Government and M.I.T. Center for Real Estate Development, Master of Public Administration (M.P.A.) 1991.

Honors: First place in the Massachusetts Bar Examination, December 1969.

Teaching Experience: Taught business law, estate planning, and real estate to undergraduate and M.B.A. students at Babson College. Taught graduate students at Carroll School of Management, Boston College 1969-1971.
Coached tennis at Middlesex School and Concord-Carlisle H.S. and squash at Concord Academy.

Personal: Born April 12, 1944. Married for 40 years, two children.

3.22 LOCAL NEEDS

3.22 Local Needs

- a) Please see the attached print out of DHCD's Subsidized Housing Inventory for the location of existing subsidized housing in Acton.
- b) As of July 3, 2008, the date of DHCD most recent update of the Subsidized Housing Inventory (SHI), Acton has 501 SHI units out of a total of 7,645 year round housing units as determined by the 2000 US Census which represents 6.6% of the total.
- c) The proposed project was designed to be congruent with the goals of the Acton Comprehensive Permit Policy. The three new units will result in an appropriate increase in density for a parcel that borders commercial uses in a village center (Kelly's Corner). There will be little to no visual impact as the existing mid-century Cape-style house will be retained as will the mature trees that are located all along the perimeter of the site. The site is outside of the drinking water supply zones and the development will be connected to the Town sewer. The project helps to preserve open space to the extent that it reduces development pressure accommodating housing demand in Kelly's Corner, an already developed part of town.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTOR'

Acton

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
9	McCarthy Village	Sachem Way	Rental	23	Perp	Yes	DHCD
10	Windsor Green	68 Windsor Ave.	Rental	68	Perp	Yes	DHCD
11	n/a	27 Concord Rd.	Rental	12	Perp	No	DHCD
12	n/a	Scattered Sites	Rental	9	Perp	No	DHCD
13	n/a	scattered sites	Rental	18	Perp	No	DHCD
14	McCarthy Village	Sachem Way	Rental	12	Perp	Yes	DHCD
15	Bellows Farm	Stow St	Ownership	1	Perp	No	DHCD
16	Bellows Farm	Nylander Way	Ownership	1	Perp	No	DHCD
17	Harris Village	Harris Street nr Rt 2A	Ownership	4	Perp	No	DHCD
18	Minuteman Lane	Minuteman Road	Ownership	1	Perp	No	DHCD
19	West Road	West St	Ownership	1	Perp	No	DHCD
20	Bellows Farm	Willow St	Ownership	1	Perp	No	DHCD
21	Bellows Farm	Conant Street	Ownership	1	Perp	No	DHCD
22	Bellows Farm	Central Street	Ownership	1	Perp	No	DHCD

8/12/2008

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTOR'

Acton

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
23	Bellows Farm	Mass Ave	Ownership	1	Perp	No	DHCD
24	Westside Village	Westside Drive	Ownership	4	Perp	Yes	DHCD
25	Crossroads Condominiums	244-248 Main Street	Ownership	3	2101	Yes	FHLBB
3685	Inn at Robbins Brook- Assisted Living	10 Devon Drive	Rental	3	Perp	No	DHCD
4184	DMR Group Homes	Confidential	Rental	18	N/A	No	DMR
7159	Franklin Place	520 Main Street	Ownership	3	perp	Yes	MassHousing
7160	Dunham Lane	Dunham Lane	Ownership	1	perp	No	DHCD
7161	Fort Pond Brook Place	68 River Street (fka 111-113 School St)	Ownership	2	perp	Yes	DHCD
7589	DMH Group Homes	Confidential	Rental	10	N/A	No	DMH
7684	Woodlands at Laurel Hill	551-557 Great Road Rear & 80-82 Nagog Park	Mix	296	perp	YES	MassDevelopment
7930	The Residences at Robbins Brook	Hartland Way and Preston Way	Ownership	0	perp	NO	DHCD
8656	Blanchard Place	139 Prospect St	Ownership	3	perp	YES	DHCD
8657	Davis Place	159 Prospect St	Ownership	2	perp	YES	DHCD

8/12/2008

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTOR

Acton

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
8658	214 Central St & 28 Willow St	214 Central St & 28 Willow St	Ownership	2	perp	YES	DHCD
Acton Totals				501	Census 2000 Year Round Housing Units	7,645	6.55%
					Percent Subsidize		

8/12/2008

Acton